

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption is in Compliance with D.N.J.L.BR. 9004-1
Lavin, Cedrone, Graver, Boyd & DiSipio
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In Re:

ANTHONY V. LEONARDO and
MARTINA L. LEONARDO

Debtors

Case No.: 18-15298(JNP)

Hearing Date: N/A

Judge: Jerrold N. Poslusny Jr.

Chapter: 13

**CONSENT ORDER RESOLVING
CREDITOR, ALLY FINANCIAL INC.'S MOTION FOR RELIEF FROM STAY**

The relief set forth on the following page, numbered two (2) through four (4) is hereby ORDERED.

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Debtors: Anthony V. Leonardo and Martina L. Leonardo

Case No.: 18-15298(JNP)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY FINANCIAL INC.'S MOTION FOR RELIEF FROM STAY

This Consent Order is entered into by and between the Debtors Anthony V. Leonardo and Martina L. Leonardo, by and through their counsel, Joseph J. Rogers, Esquire, and the Law Offices of Joseph J. Rogers and Ally Financial Inc., by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Financial Inc.'s Motion for Relief from Stay filed with this Court on July 20, 2021.

AND NOW COMES Ally Financial Inc., by and through their counsel, and state as follows:

Anthony Leonardo and Martina L. Leonardo (collectively, the "Debtors") financed the purchase of a 2014 Nissan Sentra, VIN: 3N1AB7AP0EY271062 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated November 7, 2016 (the "Contract") which has been assigned to Ally Financial Inc.

Pursuant to the Contract, Ally Financial Inc. maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtors desire to retain possession of the Vehicle and provide adequate protection for Ally Financial Inc.'s interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtors and Ally Financial Inc. as follows:

ORDERED that the Debtors are \$982.40 in post-petition arrears through and including the July 21, 2021 due payment. The Debtors acknowledges their account is in post-petition arrears in the amount of \$982.40 through and including the July 21, 2021 due payment.

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ORDERED that the Debtors shall cure the post-petition arrears in the amount of \$982.40 plus \$500.00 in costs and fees for a total of \$1,482.40 by paying an additional payment of \$247.07 (which, along with the regular contractual payment due in the amount of \$240.67, will result in a total payment of \$487.74) monthly for six (6) months commencing with a payment due on or before August 21, 2021 and ending with a payment due on or before January 21, 2022. Said payment shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtors shall resume making regular monthly contractual payments in the amount of \$240.67 each, commencing with the payment due on or before February 21, 2022. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtors shall make the August 21, 2021 cure payment and all future payments on time. Said payments shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that all payments shall be made payable to Ally and include Debtors' account number.

ORDERED that the Debtors hereby agree to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Financial Inc. under the Contract are paid in full.

ORDERED that if Debtors fail to comply with any of the stipulated terms herein, or if Debtors fail to make the regular payments due and owing within ten (10) days of due date, Ally

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Financial Inc. will give Debtors and Debtors' counsel notice by facsimile, first class mail or e-mail. Debtors will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Financial Inc. may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtors upon filing a Certification of Counsel that Debtors are in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtors, Debtors' counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Financial Inc.'s ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Financial Inc.'s ability to pursue its rights pursuant to the Contract.

ORDERED that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

ORDERED that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

ORDERED that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire
Attorney for Ally Financial Inc.



Joseph J. Rogers, Esquire
Attorneys for Debtors

8/17/2021

Barbara J. Snively, Esquire
Law Office of Joseph J. Rogers